

«DIMEX» REGULATION

Terminology

- «Delivery service» - service of delivery of the Customer's shipments from the Sender to the Recipient.
- «Shipment» - boxes, sacks, packages, envelopes, containing documents, correspondence, goods and other objects, meant for delivery and indicated in the "Dimex" shipment waybill.
- «Current Regulation» - "Dimex" Regulation, valid at the moment of service provision.
- «Applicable Tariffs» - prices for the service, terms of payment, "shipment" delivery time, valid at the moment of the service provision.
- «Documents» (as shipment) –any information on the paper media.
- «Non-documents» (as shipment) – objects and materials, which are not paper media.
- «Dimex» shipment waybill” – is issued for each shipment and is an accompanying document, containing information about the shipment: Recipient's and Sender's address details, the shipment form and character, as well as information, necessary to carry out transportation and delivery.
- «Customer» - physical person or legal entity, who realizes the order of delivery service.
- «Sender» (Customer or the Third Party)
 - **Physical person** – person, whose name and last name are indicated in the column «Sender» in the "Dimex" shipment way bill, or his legal representative;
 - **Legal entity** – organization, whose address details are indicated in the column "Sender» in the "Dimex" shipment waybill, in the person of its legal representative.
- «Recipient»:
 - **Physical person** – person, whose name and last name are indicated in the column «Recipient» in the "Dimex" shipment waybill or his legal representative;
 - **Legal entity** – organization whose address details are indicated in the column « Recipient» in the "Dimex" shipment waybill, in the person of its legal representative.
- «Representative» - person, possessing a warrant, drawn in the established order, or who is a representative of the legal entity by virtue of position.
- «Delivery» – delivery of the Customer's shipment to the address indicated in the "Dimex" shipment waybill and handing it to the Recipient or his Representative.
- «Repeated delivery» – delivery, carried out repeatedly because the first delivery was impossible due to the circumstances, not dependent on the "Dimex" company.

2.1 «Dimex» Tariffs and Regulation are valid from the day when they are confirmed by the General Director of Co ltd. "DIMEX"

2.2 «Dimex» Tariffs (hereinafter- the Tariffs) are an integral constituent part of the Contract (Appendix № 2).

2.3 Regulation is given to the «Customer» («the Sender») for acquaintance before the beginning of the contractual relationships on the delivery.

2.4 Current "Dimex" Regulation (Appendix №1) is an integral part of the Contract on the delivery service provision, concluded with the Customer.

2.5 The Sender's signature in the "Dimex" shipment waybill automatically means that he is acquainted and agrees with the current Regulation. The contractual relationships on the delivery begin at the moment of signing the Co ltd. "Dimex" shipment waybill by the Sender.

2.6 The Customer provides documentation, confirming that he is authorized to meet the conditions of the current Regulation also on behalf of the Third Party.

2.7 «Dimex» carries out the delivery of:

2.7.1 Customer's shipments to the cities of Russian Federation within the bounds of "Dimex" coverage area;

2.7.2. International Customer's shipments to the countries of the world within the bounds of "Dimex" coverage area, reflected in the Tariffs.

2.8 «Dimex» assumes an obligation upon the shipment delivery to the Recipient, whose name is indicated in the “Dimex” shipment waybill or to his Representative, to the address of delivery, indicated in it, according to the time-frames, stated in the current Tariffs. Hereby the Recipient’s representative is considered any representative of recipient-organization, lest the shipment has the status “Personally in hands”.

2.9 All the data and documents, confirming delivery of shipment to the Recipient are kept by “Dimex” or its representatives during one year from the day of delivery, lest the other time is stipulated in the Contract.

3. Orders registration and acceptance of Customer’s shipment for the further delivery.

3.1 Order registration by “Dimex” office is carried out six days per week: from Monday till Friday from 9-00 till 18-00, on Saturday –from 9-00 till 16-00, Sunday – day off.

3.2 Order registration is carried out by the Service department of the “Dimex” office in the phone-mode or when the Sender comes directly to the “Dimex” office.

3.3 The handing of the shipments to the “Dimex” employee may be carried out weather at the Sender’s place of location (hereinafter-the “office”) when the “Dimex” courier arrives to the Customer’s address, or when the Sender directly comes to the “Dimex” office.

3.4 The Customer has to notify immediately the Service department employee about any changes in the order. The modifications can be made before the “Dimex” employee leaves the Sender’s office with the shipment or the Sender leaves “Dimex” office.

3.5 If the “Dimex” employee arrives at the Sender’s location, but the shipment was not given for the delivery, the Customer pays for the courier call at the rate of 150 rubles.

3.6 The “Dimex” employee can wait for the shipment reception in the Sender’s office not more than 45 minutes. The waiting time up to 15 minutes is for free, more than 15 minutes- is confirmed by an additional Sender’s signature and is paid for additionally at the rate of 50 rubles.

3.7 The Sender has to fill in the “Dimex” shipment waybill, to indicate in a readable way his full address data and the Recipient’s data:

3.7.1 the name of the company or organization;

3.7.2 the sender’s and the recipient’s name and last name;

3.7.3 the name of the street, number of the house, number of the office or apartment;

3.7.4 country;

3.7.5 city tel. numbers, for international – indicating the country and the city tel. code;

Availability of the aforesaid data is an obligatory condition of the delivery realization. The address may be supplemented with data, which, to the point of view of the sender, will simplify the search of address and speed up the delivery: the number of the inner phone, the cipher of the combination lock and so on.

3.8 The Sender has to give «Dimex» the shipment in the good package, providing full safety of the shipment contents in the process of transportation to the address of Recipient. The objects, requiring special packaging (fragile, brittle and so on) must be packed into hard (wooden) package and have the appropriate marking.

3.9 The shipment meant for delivery is accepted by the “Dimex” employee from the sender according to the weight and number of places. The weighing is carried out in Sender’s presence.

3.10 The Column “Full description” in the “Dimex” shipment waybill is fulfilled by the Sender with his hand. The Sender guarantees, that the shipment description, pointed by him in the “Dimex” shipment waybill, corresponds to its contents.

3.11 «Dimex» does not accept for the delivery the objects, materials or their parts, transportation of which is forbidden by the current transportation rules and legislation of Russian Federation, including but not exceptionally: foreign currency and money signs of Russian Federation, dead or alive animals or plants, parts of human body or remains (in the form of ash), firearms, pneumatic gun, gas arms and cold steel and its parts, ammunition, fireworks, flare pots, cartridges, drastic, radioactive, poisoning, caustic, deflagrating, high explosive and other dangerous substances, which are under pressure, inflammable, toxic and subject to corrosion products, the objects which can be dangerous for our employees, can dirty or spoil the cargo places due to their character or package, also gold, silver, shares, obligations and other valuable papers, which may be identified as pornography or may cause damage to morality and safety of the State.

3.12 The Sender, who has deliberately or not deliberately given the “Dimex” Company the shipment, which is prohibited to transport, releases “Dimex” from the responsibility and Customer compensates to the “Dimex” Company all the losses, connected with it, which are documentarily confirmed.

3.13 The “Dimex” employee, accepting the shipment, has the right to make sure in the Sender’s presence that the shipment data, pointed by the Sender in the “Dimex” shipment waybill, corresponds to its contents.

3.14 The weight of one place of the shipment must not exceed 31,5 kg. The sizes of one place must not exceed: 750x550x500 mm

3.15 The delivery of the shipments, containing places, weighing more than 31.5 kg or having the bigger sizes is carried out during the time, additionally stipulated.

3.16 The Sender after fulfilling the “Dimex” shipment waybill states the date and time of handing the shipment to the “Dimex” employee, his last name and signature. By the signature the sender confirms the correctness of the form fulfillment and his consent with the Regulation conditions.

3.17 The choice of the route of the travel line of the shipment is the exclusive competence of the “Dimex” Company. When delivering the shipments, “Dimex” has a right to involve the 3d Party.

3.18 The ‘Dimex’ couriers are not authorized to hold negotiations and reach any agreements with the “Dimex” Customers, to make statements and to certify documents on behalf of the “Dimex” Company. The relationships between the Customer and the “Dimex” Company are based on their telephone, facsimile or electronic communication with the “Dimex” Service dpt. employees and the exchange of the official documents.

4. Delivery within Russian Federation

4.1 The time of delivery from city _____ stated in the Tariffs, is guaranteed and valid for the delivery of shipment to one address. The time of delivery is pointed in the working days, basing on the 5-days - working week, not including the day of transmission of shipment from the Customer to the “Dimex” employee.

4.2 The time of delivery when realizing the order of delivery from the other cities of Russian Federation to the city _____ increases for 1-2 working days from the time, stated in Tariffs.

4.3 The delivery of the shipments is carried out during the working day, from 9-00 till 18-00, from Monday till Friday inclusive.

4.4 The possibility and the price of the delivery on Saturday, off days and during off-time must be specially stipulated with the “Dimex” Service dpt. employees.

4.5 The delivery of the shipment during holidays, stated by the government of RF and the legislation of the destination countries can not be carried out.

4.6 The delivery is carried out “to the door” if the weight of one place does not exceed 31,5 kg, the total weight of the delivery does not exceed 50 kg, the address of delivery is located not higher than the 3d floor (if there is not the functioning elevator), and the Recipient has provided a free way for the “Dimex” Representative to the place of delivery. In all the other cases the delivery is carried out to the entry of the building.

4.7 In case the Recipient is absent, the Representative of the Executor has to leave a note of the established form for the Recipient with the subsequent informing of the Customer about that. The repeated delivery of this shipment is carried out for free in the economical regime during the following day after the first delivery.

4.8 If during 30 days, beginning from the day of the repeated delivery, the Recipient or the Customer didn’t make themselves known, the responsibility of the Executor ceases. The Executor has the right to dispose of this shipment in accordance with the law. Not delivered shipment may be returned to the Customer upon his written application and prepayment.

4.9 The Recipient or his authorized Representative can receive the shipment only after he has fulfilled the columns of the shipment waybill or/and the delivery list with his own hand : the date and the time of the reception, his last name and signature, confirming the fact of delivery of shipments, meant for him or his Representative. The signature in the shipment waybill and/ or in the delivery list means, that at the moment of signing the responsibility of “Dimex” ceases.

4.10 The Recipient's refusal to confirm by his signature the reception of shipment in the shipment waybill and/or delivery list equals to the refusal of the addressee to receive the shipment, meant for him.

4.11 The information, stipulated in the column "Position" of the delivery list is ancillary. The Sender releases the "Dimex" Company from the claims in case the Recipient refuses to provide this information.

4.12 If the payment for the order is done by the Recipient, the handing of the shipment, meant for him, can be carried out with payment in cash- after he has settled the complete accounts with the Dimex employee. The Recipient's refusal to meet this condition equals to the addressee's refusal to receive the payment, meant for him.

4.13 "Dimex" doesn't bear responsibility for the addressee's refusal to receive the shipment, meant for him. In case of this refusal, the "Dimex" responsible employee has to inform the Sender about that and to announce the price of the return delivery. Such a shipment may be brought back to the Sender upon his written application and after payment for all the "Dimex" service, including the price cost of the return delivery. If during 30 days, beginning from the day of the Sender notification, he failed to meet the above -listed conditions, the responsibility of "Dimex" ceases. "Dimex" has a right to dispose of this shipment in compliance with the law.

4.14 "Dimex" provides the Sender with the information about the delivery carried out orally by the phone, pointed by the Sender in the "Dimex" shipment waybill, or in the form of e-mail to the Sender's e-mail address. The Sender may receive the written notification about delivery on his demand.

4.15 If the delivery of the shipment is impossible without the Sender's additional indications because of the circumstances, not depending on the "Dimex" Company, the shipment is kept by "Dimex" with charging the additional payment.

5. Additional service.

5.1 In the network of the organization of delivery through Russian Federation "Dimex" provides the row of additional service:

5.1.1 Priority delivery – the delivery of the shipment, carried out as soon as possible from the moment of its arrival to the city of the Recipient location;

5.1.2 The delivery during off-time- the delivery, carried out during the local time from 18-00 till 22-00 and from 6-00 till 8-00 during the working days, from Monday till Friday inclusive;

5.1.3 The delivery on Saturday –the delivery, carried out on Saturday from 9-00 till 16-00 according to local time;

5.1.4 The delivery "strictly in hands" – the delivery of the shipment exclusively to the physical person , stated in the "Dimex" shipment waybill in the section "Recipient";

5.1.5 The provision with the copy of the delivery list- the provision of the Sender with the copy of the delivery list, reflecting the information about the date, time of the delivery, the last name and the signature of the Recipient;

5.1.6 The provision with the original of the delivery list- the provision with the original of the individual delivery list, containing the information about the date, time of delivery, the Recipient's last name, signature and organization-Recipient stamp;

5.1.7 The repeated express-delivery – the express delivery during the current day after the first delivery, which was not possible to carry out, because of the reasons, not dependent on the "Dimex" Company;

5.2 The cost of the above-listed additional service is calculated in accordance with the "Dimex" Tariffs.

6. International delivery.

6.1 The time of delivery of the international shipment are stated in the working days, basing on the 5-days-working week, not including the day of reception of the shipment from the Sender.

6.2 The time of delivery and the prices for the international delivery are stated in the "Dimex" Tariffs.

6.3 The prices for the international “Dimex” service do not include the taxes and customs duties of the Recipient-country or transit country. Accordingly, the Customer pays the taxes and duties himself.

7. Payment for the «DIMEX» service.

7.1 The prices for the Dimex service and the conditions of payment are reflected in the current Tariffs. Each price presupposes the delivery of one shipment to one address.

7.2 The calculation of the price of delivery is done basing on the physical weight of the shipment with the package. Though if the volume weight of the shipment exceeds the physical one-the calculation of the delivery price is done basing on the volume weight. The exceeding of each weight category means the payment according to the tariff of the next step.

8. Responsibility of the Parties.

8.1 "Dimex" bears responsibility for the shipment from the moment of acceptance till the moment the moment of handing to the Recipient and is responsible before the Customer within the boundaries, defined by the conditions of the present Regulation.

8.2 In case of the non-fulfillment or improper fulfillment of the duties of the present Contract, the consequence of which was the loss or damage (impossibility of the further usage) of the Customer's shipment “Dimex” bears responsibility at the following rates:

8.2.1 the loss or damage of the shipment, containing documents – 500 rubles.

8.2.2 the loss or damage of the shipment or its part, containing non-documents without the declared value – at the rate of the documentarily confirmed price of the lost or damaged shipment or its part, but no more than 3000 rubles.

8.3 If the Customer declares his shipment as valuable- it acquires the status of the shipment with the announced value and the Customer is charged additional dues at the rate of 1% (without VAT) from the claimed sum. If the shipment contains several places, the declared value of each place is defined by the division of the total declared value by the number of places, sent according to the shipment waybill. “Dimex” bears responsibility for the loss or the damage of the shipment waybill, containing non-documents with the declared value at the rate of the declared price of the shipment.

8.3.1 The declared value of the shipment is limited to – 150 000 rubles.

8.4 “Dimex” doesn't bear responsibility for non-fulfillment of his duties in case this non-fulfillment was caused by the force majeure circumstances: the actions of the authorities or state structures, strikes, natural disasters, military actions, calamities and other circumstances of insuperable force, and the natural or anthropogenic occurrences.

8.5 In connection with the risk of loss or damage of the shipment, caused by force majeure, “Dimex” may render assistance in insurance of the shipment to cover the complete price of the shipment.

8.6 In case of the out-of-sequence delivery of the shipment to the Recipient through the “Dimex” fault the “Dimex” Company pays to the Customer 5% of the price for the service for each day of exceeding of guarantee delivery time, but no more than 100% of the service price. The guaranteed delivery time is specified in clause 4, item 4.1.

8.7 “Dimex” doesn't bear responsibility for non-fulfillment of his duties, including those, causing the damage or spoiling of the Customer's shipment if:

8.7.1 The Sender has pointed incorrect, incomplete or wrong information in the “Dimex” shipment waybill

8.7.2 The Sender has given the shipment without the appropriate package or in the defective package.

8.7.3 The Sender deliberately or not deliberately has given the “Dimex” Company the shipment, which is prohibited to transport.

8.7.4 The Customer hasn't informed or informed too late “Dimex” about the changes in the order.

8.7.5 The Recipient has found the damage of the shipment, which was accepted closed and the exterior wrapping was not damaged and the weight of the received shipment, stated in the “Dimex” shipment waybill, corresponds to the weight, defined when accepting from the Sender.

8.8 The “Dimex” Company doesn't bear responsibility before the Customer, the Sender, the Recipient and the 3d Party for the possible damages, including non-received income, for the lost profit and other

indirect losses, caused by the damage, the loss, out-of-sequence delivery of the shipment or its part to the wrong Recipient.

8.9 "Dimex" doesn't bear responsibility for the impossibility of handing in connection with the absence of the Senders and the Recipients at the given addresses.

General Director
of Co ltd. " _____ "

_____/_____/_____./

_____/_____/_____./